

**TRI-PARTY GRANT AGREEMENT AMONG BROWARD COUNTY, CITY OF
FORT LAUDERDALE, AND PERFORMING ARTS CENTER AUTHORITY FOR
GRANT FUNDING FOR PACA'S OPERATIONS FOR FISCAL YEAR 2015**

This is a Tri-Party Grant Agreement ("Agreement") made and entered into by Broward County, a political subdivision of the State of Florida ("County"), City of Fort Lauderdale, a municipal corporation ("City"), and Performing Arts Center Authority, an independent special district created by Special Act of the Florida Legislature, or its successors and assigns ("PACA").

PACA operates the facility known as the Broward Center for the Performing Arts located in Fort Lauderdale, Broward County, Florida ("Center"), a significant cultural attraction for Broward County.

PACA has presented renowned performers and productions which have enhanced the cultural life of South Florida and made the Center a first-class facility for Broward County, its residents, and visitors.

The Board of County Commissioners of Broward County ("Board") and the City Commission of the City of Fort Lauderdale ("City Commission") wish to support the Center by providing funding and in-kind contributions to PACA to offset a portion of any Operating Deficit for the Center.

The Board and the City Commission have determined that their respective financial contributions will serve a valid public purpose.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

- 1.1 "Contract Administrator" means the Director/CFO of the County's Finance and Administrative Services Department or his or her successor as designated by the County in writing.
- 1.2 "County Attorney" means the chief legal counsel for County appointed by the Board.
- 1.3 "County Auditor" means the County Auditor appointed by the Board. The County Auditor shall be a permanent voting member of PACA's Finance Committee during the Term.
- 1.4 "Operating Deficit" means the excess of actual operating expenses (including depreciation) over actual operating revenues (excluding non-operating income and the deduction of non-operating expenses).

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Scope of Services. For the Term, PACA shall operate the Center to provide cultural attractions and other activities. Unless stated otherwise in this Agreement, such operational services include all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the operation expressly stated in the Agreement that exclusion thereof would render PACA performance impractical, illogical, or unconscionable.
- 2.2 Subcontracting. PACA may subcontract any portion of the services required for operation of the Center as appropriate in its reasonable business judgment without any prior or subsequent consent from the other parties.
- 2.3 Change of Scope Procedures. PACA acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided except as expressly provided herein.
- 2.4 PACA's Chief Financial Officer. PACA's Chief Financial Officer ("CFO") is responsible for administering this Agreement on behalf of PACA.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 Term. The Agreement shall become effective on October 1, 2014 (the "Effective Date"), and shall end on September 30, 2015 (collectively, the "Term").
- 3.2 Extensions. This Agreement is for one fiscal year as stated in Sections 3.1 and 3.3.
- 3.3 Fiscal Year. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. Each party's fiscal year commences on October 1 and ends September 30 of the following year ("Fiscal Year" or "fiscal year").
- 3.4 Time is of the essence for all performance required under this Agreement.

ARTICLE 4. FUNDING, COMPENSATION AND USE OF FUNDS

- 4.1 Payments shall be made for the operation of the Center pursuant to this Article which shall be accepted by PACA as full compensation for such operation. PACA acknowledges that the amounts set forth in this Article are the maximum amounts payable and constitute a limitation on County's and City's obligations to compensate PACA for its operation of the Center. These maximum amounts, however, do not constitute a limitation of any sort upon PACA's obligation to operate the Center.

4.2 County's Contribution to PACA:

4.2.1 For operation of the Center. County will pay PACA the total amount of Four Hundred Twenty-three Thousand Six Hundred Dollars (\$423,600.00) as grant funding towards the operation of the Center as described in Section 5.1.1.

4.2.2 County in-kind legal services. The County, through its Office of the County Attorney, will provide to PACA up to five hundred (500) hours of professional legal services each year of this Agreement, in connection with the following matters: legal counsel as needed at PACA Board of Directors meetings; drafting, review, and interpretation of agreements between PACA and vendors, governments, and providers of construction design, engineering, and construction services; employment issues; and staff counseling, dispute resolution, and litigation in connection with the forgoing matters. PACA shall pay all litigation and dispute resolution costs payable to third parties in connection with any dispute resolution or litigation matters in which the Office of the County Attorney is providing representation. It is provided, however, that the Office of the County Attorney will not provide legal services in connection with any matter presenting a professional conflict or appearance of professional conflict with the Office's primary obligation to Broward County and the Board of County Commissioners. Nothing in this Agreement shall limit PACA's option, at its sole discretion and expense, to retain legal services from other counsel in addition to or in lieu of the legal services provided by the Office of the County Attorney.

4.3 City's Contribution to PACA:

4.3.1 City's cash contribution. City will provide cash contributions consisting of that portion of the City's net garage revenues (i.e., the City's allocation of gross revenues less allocated expenses related to the operation of the Arts and Science District Parking Facility adjacent to the Center) up to an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the Term. City shall remit to PACA, on a monthly basis within thirty (30) days after the end of each month, that portion of the City's net garage revenues collected during each preceding month.

4.3.2 City in-kind services and reimbursement expenses.

(i) The City shall provide in-kind services to PACA having a value of at least Thirty Thousand Dollars (\$30,000.00) as its in-kind contribution for landscape maintenance of the valet lot and parking garage sites. Nothing in this Agreement shall prevent the City from exceeding the amount of \$30,000.00, although there is no obligation for the City to do so. The

in-kind services shall be determined and valued by a method that is mutually acceptable to the City and PACA, which may be approved in writing by the City Manager and PACA's President/CEO.

(ii) If applicable, any expenses paid by PACA for waste removal services performed during the Term shall be invoiced in accordance with Section 5.2 and reimbursed by the City but such reimbursements shall not exceed Twenty-four Thousand Dollars (\$24,000.00) for the Term.

4.4 Use of funds. Funding provided by the County and the City pursuant to this Agreement shall be used only for the payment of expenses incurred in the operation of the Center, except for the in-kind legal services provided by the County as stated in Section 4.2.2 which shall be for the overall operation of PACA.

ARTICLE 5. DISBURSEMENT

5.1 County's Payments

5.1.1 Quarterly payment. Within thirty (30) days after the commencement of the Term or after complete execution of this Agreement whichever date is later, the County shall pay One Hundred Five Thousand Nine Hundred Dollars (\$105,900.00) ("Quarterly Payment") to PACA as its first Quarterly Payment for the period October 1, 2014, through December 31, 2014. Thereafter, the County shall pay PACA the Quarterly Payment within thirty (30) calendar days after the end of each remaining quarter ending March 31, June 30, and September 30 respectively.

5.1.2 Adjustments. If applicable, any adjustments to be made in the total amount paid by the County to PACA for the Term shall be made in the fourth Quarterly Payment to PACA.

5.1.3 Over-payments. Upon written notice from the Contract Administrator, PACA shall promptly reimburse the County for any funding later determined by the County to be improperly paid under this Agreement. Such reimbursements shall be made by PACA to County within sixty (60) days after receipt of written notice from County.

5.2 City's Payments

If applicable in accordance with Section 4.3.2(ii), PACA shall provide the City with a monthly invoice for any waste removal expenses paid by PACA for the previous month along with proof of payment of the invoiced amount. If necessary, the City shall reimburse PACA for any waste removal service expenses paid by PACA within thirty (30) days after the receipt of the invoice.

- 5.3 No interest shall be due to PACA on any amount(s) payable by County or City.
- 5.4 County and City shall have the right to withhold payment based on PACA's failure to comply with any term, condition, or requirement of this Agreement. If any amount is withheld, it shall not be subject to payment of any interest by County or City.
- 5.5 Payments due to PACA shall be payable to the "Performing Arts Center Authority" at:

Performing Arts Center Authority
Attention: CFO
Broward Center for the Performing Arts
201 Southwest Fifth Avenue
Fort Lauderdale, Florida 33312

ARTICLE 6. RECORDS, REPORTS AND AUDITS

- 6.1 PACA shall keep financial records in accordance with generally accepted accounting principles.
- 6.2 PACA shall submit to the County and City a quarterly financial report consisting of a balance sheet, income statement, a working capital statement, and a statement of all operating expenditures that were made from any funds received and disbursed each quarter. Such quarterly reports shall be submitted within thirty (30) days after the end of each quarter. PACA shall also prepare and submit an annual financial report to the County and City within one hundred twenty (120) days after the end of the fiscal year.
- 6.3 The financial statements (including a cash flow statement), accounts, and records of PACA shall be audited annually by an independent certified public accountant licensed in the State of Florida. Such audit report shall be submitted by PACA to the County and City no later than one hundred twenty (120) days after the end of the fiscal year.
- 6.4 The audit report shall contain disclosures as to the amount of subsidy remitted, the amount expended for operations, whether any funds are due back to the County or City, and an opinion that the funds received have been expended in accordance with the terms of this Agreement.

ARTICLE 7. GOVERNMENTAL IMMUNITY

PACA represents to County and City that PACA is a state agency or political subdivision as described in Section 768.28, Florida Statutes. PACA agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8. INSURANCE

- 8.1 PACA is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the County and the City, upon complete execution of this Agreement, with written verification of liability protection in accordance with state of Florida's laws. Additionally, if PACA elects to purchase any additional liability coverage, including excess liability coverage, PACA shall list "Broward County" and the "City of Fort Lauderdale" as additional named insureds on the certificate.
- 8.2 If PACA hires subcontractor(s) to perform the services under this Agreement, the subcontractor(s) shall be required to endorse "Broward County" as an additional insured on any general liability and excess liability policies.

ARTICLE 9. TERMINATION

- 9.1 Termination for cause. In the event of an alleged breach of this Agreement, the non-breaching party shall provide written notice of the breach. If the breach is not cured within thirty (30) days of the written notice of the breach, this Agreement may be terminated for cause by the non-breaching party upon ten (10) days' prior written notice.

In the event that the violation is not corrected within the required time after notice by Contract Administrator to PACA, the Contract Administrator in his or her sole discretion will determine whether PACA's inability to correct the violation is excusable in light of the circumstances causing the violation. If the inability to correct is excusable in the sole discretion of the Contract Administrator and if he or she is satisfied that reasonable progress is being made by PACA in its endeavor to correct the violation, the Contract Administrator may grant further written extensions of time for correction. If, however, Contract Administrator determines that the failure to correct is not excusable or that the continued violation is not excusable after further written extension has been granted, then County may terminate this Agreement in accordance with this Section. Prior to notice of termination for cause from City to PACA, these same procedures will be followed by City except that the City Manager shall provide the required notices and make any required determinations in lieu of Contract Administrator.

In the event of issuance of any notice of breach from either the County or City to PACA, the County or the City may withhold any further disbursements to PACA.

- 9.2 Termination for convenience. This Agreement may also be terminated for convenience by the County or City by providing at least thirty (30) days' prior written notice to the other parties. If County or City erroneously, improperly, or unjustifiably terminate for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience,

which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 9.3 County or City may terminate this Agreement if PACA fails to promptly implement corrective action for audit deficiencies within the time period stated in the notice from County or City.
- 9.4 County or City may terminate this Agreement in accordance with Sections 10.4, 10.8, 10.21, and 10.23.
- 9.5 Notice of termination shall be provided in accordance with the "Notices" section in Article 10.
- 9.6 In the event this Agreement is terminated for convenience by County or City, PACA shall be paid for any disbursements due or services properly performed through the termination date specified in the written notice of termination. PACA acknowledges that it has received good, valuable and sufficient consideration from County and City, the receipt and adequacy of which are hereby acknowledged by PACA, for County's and City's right to terminate this Agreement for convenience. PACA also waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's and City's right to terminate for convenience.

ARTICLE 10. MISCELLANEOUS

- 10.1 Rights In Documents And Work. Any and all reports, photographs, surveys, media and other data and documents provided or created in connection with this Agreement shall be and remain the joint property of each party for separate independent use without any additional consent from the other parties and, if a copyright is claimed solely relating to this Agreement, PACA hereby grants to County and City a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of expiration or earlier termination of this Agreement, any reports, photographs, surveys, media and other data and documents prepared by PACA, whether finished or unfinished, shall become the independent and separate property of each party (subject to the license grant set forth in this Section) and shall be delivered by PACA to the Contract Administrator and City Manager within seven (7) days of expiration or earlier termination of this Agreement by either party.
- 10.2 Audit Right And Retention Of Records. PACA shall, by written contract, require any of its subcontractors under this Agreement to agree to all the requirements and obligations contained in this Section.

10.2.1 County and City shall have the right to audit the books, records, and accounts of PACA and its subcontractors that are related to this Agreement. PACA and such subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. PACA and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County or City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after expiration or earlier termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

10.2.2 To the extent PACA is acting on behalf of the County or City as stated in Section 119.0701, Florida Statutes, PACA shall:

(a) Keep and maintain public records that ordinarily and necessarily would be kept and maintained by the County or City were County or City performing the services under this Agreement;

(b) Provide the public with access to such public records on the same terms and conditions that the County or City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County or City, at no cost, all public records in possession of PACA upon expiration or earlier termination of the Agreement and destroy any duplicate public records that are exempt or confidential. All records stored electronically must be provided by PACA to the County and City in a format that is compatible with the information technology systems of the County and City respectively.

The failure of PACA to comply with the provisions of this Section shall constitute a default and breach of this Agreement, entitling the County and City to exercise any remedy available under this Agreement or under applicable law.

10.3 Truth-In-Negotiation Representation. The County's and City's funding to PACA and other compensation to be provided by the County and the City under this Agreement is based upon representations supplied or to be supplied by PACA to

County and City. PACA certifies that the information supplied or to be supplied is accurate, complete, and current at the time of contracting or at the time that it provides such representations to the County and the City. County and City shall be entitled to recover from PACA any damages incurred to the extent such representation is untrue.

- 10.4 Public Entity Crime Act. PACA represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Notwithstanding any provision in this Agreement to the contrary, if the representation stated in this paragraph is false, County and City shall have the right to immediately terminate this Agreement by written notice and recover all sums paid to PACA under this Agreement.
- 10.5 Independent Contractor. PACA, County, and City are independent contractors under this Agreement. None of the parties shall have the right to bind any of the other parties to any obligation not expressly undertaken by the other parties under this Agreement.
- 10.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.
- 10.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as stated herein unless and until changed by providing notice of such change.

For County:

Director/CFO
Broward County Finance and Administrative Services Department
Governmental Center, Room 513
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: bmiracl@broward.org
With simultaneous e-mail copy to:
sfarmer@broward.org and rjohnson@broward.org

with a copy to:
County Auditor
Broward County's Office of County Auditor
Governmental Center, Room 520
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

E-mail: elukic@broward.org
With simultaneous e-mail copy to: bsmithallen@broward.org

For City:

City Manager
City of Fort Lauderdale
City Hall
P. O. Box 14250
Fort Lauderdale, Florida 33302
E-mail: kbuffington@fortlauderdale.gov

For PACA:

CFO
Performing Arts Center Authority
Broward Center for the Performing Arts
201 Southwest Fifth Avenue
Fort Lauderdale, Florida 33312
E-mail: tweeks@browardcenter.org
With simultaneous e-mail copy to: kshanley@browardcenter.org

- 10.8 Assignment And Performance. Except for subcontracting in accordance with Article 2, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by PACA without the prior written consent of County and City. If PACA violates this provision, County and City shall have the right to immediately terminate this Agreement with written notice. PACA represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. PACA agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards.
- 10.9 Conflicts. PACA agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PACA's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. PACA further agrees that none of its officers or employees shall, during the Term, serve as an expert witness against County or City in any legal or administrative proceeding in which he, she, or PACA is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or City in connection with any such pending or threatened legal or administrative

proceeding unless compelled by court process. The limitations of this Section shall not preclude PACA or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. PACA agrees that each of its contracts with subcontractors performing services under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this Section.

- 10.10 Waiver Of Breach. The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 10.11 Compliance With Laws. PACA shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 10.12 Severance. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 10.13 Joint Preparation. The parties have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 10.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 10.15 Law, Jurisdiction, Venue, Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state

courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such claim shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY OF THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

Prior to the filing of any litigation relating to this Agreement, the parties will participate in a non-binding mediation with each party to bear its own attorneys' fees and costs; however, each party shall pay equally on a one-third (1/3) basis its share of the mediator's fees and, if applicable, any pre-approved cost(s) incurred by the mediator.

10.16 Amendments. No modification, amendment, or alteration shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County, City and PACA or others delegated authority to or otherwise authorized to execute same on their behalf except as otherwise expressly stated herein.

10.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

10.18 Payable Interest

10.18.1 Payment of Interest. The County and City shall not be liable to pay any interest to PACA for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof PACA waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including post-judgment interest, if such application would be contrary to applicable law.

10.18.2 Rate of Interest. If, for whatever reason, Section 10.18.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County or City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

- 10.19 Incorporation By Reference. The truth and accuracy of each "Whereas" clause set forth above in the introductory paragraph is acknowledged by the parties.
- 10.20 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute it on behalf of such party and does so with full legal authority.
- 10.21 Contingency Fee. PACA represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for PACA, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County or City learns that this representation is false, County and City shall have the right to terminate this Agreement by written notice without any further liability to PACA. Alternatively, if such representation is false, County and City, at their sole discretion, may deduct from the compensation due PACA under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.
- 10.22 Nondiscrimination. PACA may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. PACA shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants performing services under this Agreement.
- 10.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reasons of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other parties, shall be excused from such performance provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other parties in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, any of the other parties that are not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected in accordance with the "Notices" section in Article 10. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

10.24 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Tri-Party Grant Agreement for fiscal year 2015 on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____; the City of Fort Lauderdale, signing by and through its Mayor-Commissioner, duly authorized to execute same; and Performing Arts Center Authority, signing by and through its Chair or Vice Chair, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its Board of County Commissioners

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor

____ day of _____, 20____.

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements approved by Broward County Risk Management Division

By _____
Signature (Date)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

Print Name and Title above

By _____
Mark A. Journey (Date)
Assistant County Attorney

ASF:dp
11/18/14
2014-11-18 FY 2015 Tri-Party PACA Broward Ft Laud.Agr#01
#14-158

TRI-PARTY GRANT AGREEMENT AMONG BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE AND THE PERFORMING ARTS CENTER AUTHORITY FOR FISCAL YEAR 2015

CITY

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk Signature

By _____
Mayor-Commissioner

Print Name of City Clerk

Print name of Mayor-Commissioner above

_____ day of _____, 20____.

(SEAL)

City Manager

Print name of City Manager above

_____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
City Attorney (Date)

TRI-PARTY GRANT AGREEMENT AMONG BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE AND THE PERFORMING ARTS CENTER AUTHORITY FOR FISCAL YEAR 2015

PACA

ATTEST:

PERFORMING ARTS CENTER
AUTHORITY, an independent special
district and a public body, politic and
corporate in the State of Florida

Secretary

By _____
Chair

Print name

Print name of Chair above

(SEAL)

____ day of _____, 20____